

## **EXHIBIT C**

# **MASTER AGREEMENT**

**BETWEEN THE**

**CITY OF DETROIT**

**AND THE**

**DETROIT POLICE LIEUTENANTS  
AND SERGEANTS ASSOCIATION**

**2014 – 2019**

## LAW ENFORCEMENT CODE OF ETHICS

The Law Enforcement Code of Ethics shall be the basis for governing the behavior of all members of the Department and is hereby adopted as follows:

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty; equality and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to my agency or me. I will maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and professional life, I will be exemplary in obeying the laws and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity, will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and the relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it, as a public trust to be held so long as I am true to the ethics of the police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers.

I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...law enforcement.

M D

## TABLE OF CONTENTS

	Page
1. PREAMBLE .....	1
2. RECOGNITION OF ASSOCIATION .....	1
3. ASSOCIATION SECURITY .....	1
4. BASIS OF REPRESENTATION .....	3
5. MANAGEMENT RIGHTS AND RESPONSIBILITIES .....	5
6. ASSOCIATION RESPONSIBILITIES.....	7
7. SPECIAL CONFERENCE.....	8
8. GRIEVANCE PROCEDURE.....	8
9. ARBITRATION .....	10
10. DISCIPLINE PROCEDURE .....	12
11. EMPLOYEES' RIGHTS .....	14
12. DEPARTMENT FILES .....	16
13. LEGAL COUNSEL .....	17
14. OUTSIDE EMPLOYMENT.....	17
15. POLITICAL OFFICES.....	18
16. HEALTH AND SAFETY.....	18
17. MISCELLANEOUS ITEMS .....	18
18. SENIORITY .....	20
19. REDUCTION IN FORCE (LAYOFFS).....	21
20. LEAVES OF ABSENCE.....	21
21. ABSENT WITH LEAVE AND ABSENT WITHOUT LEAVE .....	24
22. JOB ASSIGNMENTS .....	24
23. TRANSFERS.....	27
24. SCHEDULED DAYS OFF/WORK WEEK.....	28
25. OVERTIME.....	29
26. COURT TIME .....	32
27. METHOD OF COMPENSATION.....	33
28. OUT-OF-CLASS PAY .....	33
29. SHIFT DIFFERENTIAL .....	33
30. LONGEVITY PAY .....	33

MO

**TABLE OF CONTENTS**  
(continued)

	Page
31. ROLL-CALL PREPARATION TIME .....	33
32. DISABLED TIME .....	34
33. PRECINCT PATROL SUPERVISORS .....	34
34. SERVICE WEAPON .....	34
35. SICK LEAVE .....	34
36. FUNERAL LEAVE .....	41
37. HOLIDAYS AND EXCUSED TIME .....	41
38. VACATION SELECTION AND CANCELLATION PROCEDURE.....	46
39. EMERGENCY OR EXCUSED DAYS .....	47
40. MEAL PERIOD .....	47
41. UNIFORMS .....	48
42. COPIES OF AGREEMENT .....	48
43. HOSPITALIZATION, MEDICAL INSURANCE AND OPTICAL CARE.....	48
44. DEATH BENEFITS AND LIFE INSURANCE .....	53
45. RECALL PAY .....	55
46. PERFORMANCE EVALUATION RATINGS.....	56
47. PENSION AND RETIREMENT BENEFITS .....	56
48. GENERAL PROVISIONS .....	56
49. WAGES AND DIFFERENTIAL .....	57
50. JURY DUTY .....	58
51. PROMOTIONS.....	59
52. DRUG TESTING.....	59
53. CIVILIANIZATION (NEW).....	59
54. SAVINGS CLAUSE.....	60
55. EXTENT OF AGREEMENT .....	60
56. EFFECTIVE DATES/DURATION.....	61

## 1. PREAMBLE

This Agreement entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the "City, Department or Employer"), and the DETROIT POLICE LIEUTENANTS AND SERGEANTS ASSOCIATION, INC., an organization existing under the laws of the State of Michigan (hereinafter referred to as the "Association"), has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; orderly resolution of grievances; and the establishment of rates of pay, hours of work, and other terms and conditions of employment both economic and non-economic.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing proper services to the community.

## 2. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment both economic and non-economic for all Employees in the following classifications:

<u>Class Code Number</u>	<u>Title</u>
33-10-20	Detective
33-10-16	Police Investigator
33-10-21	Police Sergeant
33-10-22	Police Sergeant – Promotion List
33-12-21	Senior Communications Officer - Police Sergeant
33-12-22	Senior Radio Maintenance Officer - Police Sergeant
33-12-23	Police Sergeant – Chemist
_____-_____-_____-	Master Sergeant
33-10-31	Police Lieutenant
_____-_____-_____-	First Lieutenant
33-12-31	Assistant Supervisor of Operators - Police Lieutenant
33-12-33	Supervisor of Radio Systems and Planning - Police Lieutenant
33-12-34	Supervisor of Operators - Police Lieutenant
33-12-35	Supervisor of Radio Maintenance - Police Lieutenant
33-12-37	Supervisor of Firearms Identification and Explosives – Police Lieutenant

No person shall occupy any of the above classifications as reflected by the accompanying class code numbers unless he or she is a member of the bargaining unit.

## 3. ASSOCIATION SECURITY

- A. Employees are free to join or not to join the Association. Employees who are members of the recognized bargaining unit but who are not members of the Association may join

the Association by initiating their Association application form and dues deduction authorization form.

- B. The City agrees to deduct from the wages of an Employee, who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the Employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.
- C. Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within ninety (90) days from the Effective Date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Association. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Association unless otherwise notified by the Association in writing within said thirty (30) days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such 30-day period the Employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any Employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the Employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.
- E. All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each Employee and the Association hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Treasurer of the Association. The Treasurer of the Association shall not request the City to change the amounts so deducted more often than four (4) times each City fiscal year.
- F. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-

assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

- G. The Association shall refund to Employees, dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from any subsequent remittance to the Association.
- H. The Association agrees to save and hold harmless the City from damages or other financial loss, which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

#### **4. BASIS OF REPRESENTATION**

- A. In each precinct, section or unit or any combination, Employees shall be represented by a delegate who shall be a regularly assigned bargaining unit Employee. One alternate delegate for that representative unit shall be selected and shall serve in the absence of the delegate.
- B. Members of the bargaining unit selected to serve as authorized delegates of the Association shall be certified in writing to the Chief of Police within thirty (30) days of the Effective Date of this Agreement. Any changes shall be so certified within ten (10) days.
- C. Delegates and alternates of the Association's Board of Directors shall be released from duty to attend Board meetings.
- D. Delegates shall not be transferred out of their work location during their term of office except at their own request, or upon good cause shown after a hearing before the Chief of Police or his designated representative. The Association President or his designated representative may attend the hearing.
- E. The Department will grant a necessary and reasonable amount of time off, during working hours, and with regular pay for lost time, to Association officers, delegates and grievance committeemen who must necessarily be present for direct participation in the grievance adjustments and special conferences with the Department. Such persons must receive permission from their immediate supervisors to leave their workstations and must report back promptly when their part in the grievance adjustment or conference has been completed. This privilege shall not interfere with vital police service. The Association officers, delegates and grievance committee members will not be released for simultaneous investigation of grievances, unless mutually agreed. Delegates shall be allowed to discuss and communicate official Association business to Employees prior to on-duty roll call or following off-duty roll call.
- F. In accordance with the appropriate step of the grievance procedure provided herein, the Employer agrees that the delegate of the representative unit where the grievance originates may, during his working hours, without loss of time or pay, investigate and present grievances in accordance with the grievance procedure.



Permission for his release must be secured from his supervisor. This privilege shall not be abused, or interfere with vital police service or the proper supervision of subordinates.

- G. The Association may establish a three-member grievance committee for the purpose of working under the authority of the Association President in processing grievance appeals. Grievance committee members shall receive one (1) working day off per week in order to investigate and process grievances. This privilege shall not be abused, or interfere with vital police service.
- H. Within ten (10) days after the Effective Date of this Agreement a special conference between the Chief of Police and the Association Officers shall be held to discuss the determination of work location and specific job assignments for elected Association officers. Such determination shall be made by the Chief of Police after consultation with the elected officers. Association officers may request any available assignment upon their leaving Association office. The requested assignments will be given them provided they do not adversely affect the Department.
- I. Association officers will be allowed a total of twenty (20) days per week to conduct Association business according to the following:

<b>President</b>	<b>Five (5) Days Per Week</b>
<b>Vice-President</b>	<b>Five (5) Days Per Week</b>
<b>Secretary/Treasurer</b>	<b>Five (5) Days Per Week</b>
<b>Sergeant-at-Arms</b>	<b>Five (5) Days Per Week</b>

When reductions in force occur, the above officers will have top seniority.

- J. For purposes of layoff, demotion and recall, delegates shall enjoy top seniority within their respective sections, units, platoons, or other work units during their terms of office providing there is work in their classification in their section, unit, platoon or other work unit.
- K. The officers of the Association (President, Vice-President, Secretary-Treasurer and Sergeant-at-Arms) may be permitted to discuss Association business with Employees during duty hours, provided such discussions do not interfere with such Employee's or officer's duties.
- L. The Association President shall not be prohibited from speaking publicly through any form of communication.
- M. If the President of the Association is authorized or required to appear or perform any duties under this contract, he may appoint a designee to represent him.
- N. A copy of photographs of Department functions shall be made available to the Association upon request on each specific occasion.
- O. A copy of each special order, general order, personnel order, teletype order, or training bulletin, or their equivalents, shall be provided to the Association President.

## 5. MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. Both the Department and the Association acknowledge their shared responsibility for the enforcement of the laws and ordinances of the City of Detroit and the State of Michigan as well as for assuring the safety and property of the citizens of the City of Detroit, and agree to work together cooperatively to maintain the highest standards of professionalism and integrity in the service of the City and its citizens. The Association recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and the terms and provisions of this Agreement. Except as specifically limited by the provisions of this Agreement or applicable law, the Department will have the discretion and authority:
1. to hire, direct, classify, assign, reassign, promote, demote, evaluate, transfer, layoff, recall and/or furlough Employees, including the assignment or reassignment of Employees;
  2. to determine the size of its workforce, including the number of Employees, the number of job classifications, departments, and shifts of work whether increased or decreased;
  3. to develop, establish, or modify job descriptions and job postings for positions in the Department;
  4. to determine policies affecting the selection, evaluation and training of Employees;
  5. to establish and modify hours of work, including the beginning and ending time for shifts of work, whether increased or decreased, and the establishment of the hours of the shifts, whether increased or decreased;
  6. to determine the content and nature of the work to be performed, and the competencies and qualifications needed to perform the work;
  7. to determine the organizational structure of the Department, including the planning, direction, control, increase, decrease, or discontinuance of operations or services, and the organization of the same;
  8. to determine the location and types of facilities, including the establishment of new units, precincts, departments, divisions, or subdivisions thereof and the right to transfer Employees and equipment between and among the Department's various facilities;
  9. to establish, regulate, determine, revise, or modify at any time the policies, practices, protocols, processes, techniques, methods, means and procedures used in the Department, including, but not limited to machinery, materials, methods, facilities, tools, and equipment;

10. to transfer, relocate, merge, consolidate or close its facilities and operations, in whole or in part, and to separate its Employees in connection with said transferring, relocation, merger, consolidation or closing after discussing the effects of such decision with the Association to the extent required by law;
  11. to create and maintain special units and to select Employees to work within such special units provided that the Department will provide reasonable notice to the Association;
  12. to establish and enforce policies pertaining to drug testing and substance abuse;
  13. to assign an Employee to work in a restricted duty capacity for good cause; and
  14. with respect to any other matter related to the enforcement of the laws of the City of Detroit or the State of Michigan and the protection of its citizens and their property.
- B. The Department reserves the right to discipline and discharge Employees for just cause and to establish reasonable work rules and rules of conduct.
- C. The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety and consistent with the provisions of this Agreement.
- D. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- E. The Department reserves the right to lay off or furlough Employees for lack of work or funds or for the occurrence of conditions beyond the control of the Department or when such continuation of work would be wasteful and unproductive.
- F. The Police Department shall notify in advance, in writing, the Association President, or in his absence the next officer in line, when it anticipates exercising its right to make changes in working conditions. Conferences to discuss said anticipated changes shall be conducted at the request of either party. Such conferences shall not be construed as "formal" negotiations. Provided however, in no event shall the City make decisions which alter the relationship between the parties in regard to wages, hours, and the terms and conditions of employment. Any changes in that area require renegotiations of the contract.
- G. No Department official or agent of the City shall:
1. Interfere with, restrain, or coerce Employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted *by law* to avoid a conflict of interest; or

2. Initiate, create, dominate, contribute to or interfere with the formation, administration, internal affairs, elections, meetings, dues policies or officers, of the Association; or
  3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization; or
  4. Discriminate against an Employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as a part of the labor organization recognized under the terms of this Agreement; or
  5. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association as set forth in this Agreement.
- H. It is agreed that the City retains and reserves all rights, powers and authorities given to it under any national, state or local law unless otherwise negotiated in this Agreement.
- I. The Association recognizes the responsibilities of Employees as a part of management and pledges full support for continuity of employment and supervision during normal or emergency working conditions.
- J. The Investigative staff of the Board of Police Commissioners shall have the right to interrogate and investigate Employees under the procedures in this Agreement to which any interrogating officer is subject and such right shall in no way abridge or change the rights of an Employee under this Agreement or under any Local, State, or Federal law or the Constitutions of the United States, or State of Michigan.

In no event shall any recommendations or actions resulting from such interrogation or investigation lead to any discipline outside or inconsistent with any discipline procedures or discipline matters maintained in this Agreement and currently utilized in this Department.

Further, no Employee after he has been once disciplined by the Department, shall be re-disciplined for any reason whatever for any matters arising out of the same set of facts and circumstances surrounding the first discipline.

## 6. ASSOCIATION RESPONSIBILITIES

- A. Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the Association agrees that it will take all reasonable steps to cause the Employees covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.
- B. The Association, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the Employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or

abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

- C. The Association further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the police services.

#### 7. SPECIAL CONFERENCE

- A. A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- B. Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance, whenever is possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the Special Conference shall be confined to those matters listed on the agenda.

#### 8. GRIEVANCE PROCEDURE

- A. Every Employee will have the right to present grievances in accordance with the procedure provided herein. The Association will hand deliver grievances directly to a Captain or Commander. Receipt of the grievance will be acknowledged by signature of the Captain or Commander who receives the grievance. Any grievance not filed within fifteen (15) calendar days of the occurrence of the alleged violation or within fifteen (15) calendar days of an Employee or the Association becoming aware of an alleged violation will be considered untimely and will not be processed.
- B. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- C. Immediate supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.
- D. Grievances shall be processed according to the following procedure:

##### STEP 1 - Written - Commanding Officer of the Section or Unit:

A grievance may be submitted in written form by the precinct or bureau delegate to the commanding officer. The written grievance will set forth the name(s) and signatures of the Employee or Employees involved, so far as diligent efforts will allow, and the provisions of this Agreement, if any, that the grievant claims have been violated. The commanding officer will provide a written answer to the precinct or bureau delegate within seven (7) calendar days after receipt. Acceptance or rejection of the commanding officer's answer will be written on the grievance form by the precinct or bureau delegate.

## **STEP 2 - Appeal to Commanding Officer of the Precinct or Division:**

If the grievance is not satisfactorily adjusted at Step 1 or acted upon by the commanding officer within seven (7) calendar days, the grievance committee or delegate may appeal such grievance to the Commanding Officer of the precinct or division within seven (7) calendar days. The Commanding Officer will discuss the grievance with the grievance committee and delegate and render a written answer within seven (7) calendar days of his/her receipt of the grievance.

## **STEP 3 - Appeal to the Chief of Police:**

If the grievance is not satisfactorily settled or adjusted at Step 2, it will be referred to the President of the Association who may appeal it to the Chief of Police within seven (7) calendar days. A meeting to discuss the grievance will be held between the President or his designee, the grievance committee, and the Chief of Police or his designee within ten (10) calendar days after receipt of the grievance by the Chief of Police. A written decision will be rendered within ten (10) calendar days of the meeting. By mutual agreement, the parties may extend the timeline in order to enable the Chief of Police to participate directly.

## **Medical Grievance Procedure:**

All grievances involving medical issues will be filed with the President of the Association. The Employee's Commander will be made aware of the grievance.

- E. Notwithstanding any other provisions herein, individual Employees may present their own grievances to the Employer and have them adjusted without the intervention of the precinct or bureau delegate or Association officers, provided, however, that the Employer has given the delegate or Association officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Association.
- F. Grievances not appealed in writing to the next step within the time limits set forth above will be considered settled on the basis of the last decision. All time limits or steps of the grievance procedure may be shortened, extended, or eliminated by mutual written agreement.
- G. The Chief of Police or his designee and the President of the Association will be permitted at their discretion to participate at any step of the grievance procedure.
- H. In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City agencies (e.g., payroll, etc.), the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken. Further, the Chief of Police and the President of the Association will be permitted at their discretion to participate at any step of the grievance procedure.

## 9. ARBITRATION

- A. Any unresolved grievance relating only to the interpretation, application or enforcement of a specific article and section of this Agreement or any Supplementary Agreement, hereto having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:
1. Arbitration may be initiated by the President of the Association by written notice to the Department of an intention to arbitrate. Such written notice of intent to arbitrate must be made within ten (10) calendar days after receipt of the Step 3 answer. Upon receipt of notice to arbitrate, the parties will meet to select an ad hoc arbitrator. This will be done within ten (10) calendar days of such notice.
  2. In the event an arbitrator cannot be agreed upon within ten (10) calendar days, the Association will, within ten (10) calendar days, request that the Michigan Employment Relations Commission (MERC) appoint an impartial arbitrator in accordance with its then applicable rules and regulations. Failure to adhere to these time limitations will result in the matter being considered settled on the basis of the last decision.
  3. It will be within the authority of the Arbitrator to make a decision binding upon the parties regarding the interpretation, application or enforcement of the Agreement.
  4. The Arbitrator will not consider any evidence submitted by either party, which was not produced in the grievance procedure unless such evidence was not then known to the party submitting the same.
  5. The costs of the arbitration will be shared equally by the parties, except that each party will make arrangements to pay its own attorneys and witnesses. In cases where the arbitrator provides that either party has filed or denied a grievance in bad faith, the arbitrator will have the discretion to assess all costs and expenses of the arbitration hearing against the non-prevailing party.
  6. The parties may request in writing of each other co-operation to have available at the arbitration proceedings any witnesses requested by the other party.
  7. If the unresolved grievance pertains to a medical issue, including but not limited to sick leave, qualifications to perform work, requests for light duty assignments, or accommodation of disabilities, the arbitration procedure specified in this article will not apply, and the parties will instead select a neutral physician to resolve any disputes concerning medical issues. Such a neutral physician must be licensed to practice and currently practicing medicine. The neutral physician will be jointly selected by the Department and the Association. To the extent the Department and Association cannot agree on a neutral physician, the neutral physician will be mutually selected by the Employee's treating physician and the Police Department's designated physician. The Department and the Association may

mutually agree to establish further guidelines regarding the processing of medical grievances.

- B. There shall be no appeal from the decision of an arbitrator if made in accordance with its jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all Employees, and on the City. The Association will actively discourage attempts by any bargaining unit Employee to appeal a decision of the arbitrator to any Court or labor board, and will not aid or abet in any such attempt.
- C. In the event a case is appealed to the arbitrator and he/she finds that the arbitrator has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- D. The decision of an arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state, and the opposite party is bound to agree, that the award not be binding precedent in like analogous situations pending at that time.
- E. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement, and it shall be without power or authority to make any decisions:
  - 1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
  - 2. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter, or applicable law.
  - 3. Limiting or interfering in any way with the powers, duties or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.
  - 4. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy, or rule does not conflict with this Agreement.
  - 5. Implying any restriction or condition binding upon the City from this Agreement, it being understood that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any article or section hereof, the matter in question falls within the exercise of rights set forth in the Article of this Agreement entitled "Management Rights and Responsibilities."
  - 6. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.



7. Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
8. Granting any right or relief for any period of time whatsoever prior to the Effective Date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

## 10. DISCIPLINE PROCEDURE

- A. Discipline Investigations. Investigations regarding any potential or alleged misconduct, actions, or omissions that may result in discipline will be completed as expeditiously as practicable. If disciplinary action is warranted, such discipline will be issued as soon as practicable after the completion of the investigation. Except as set forth in Sections E, G, H, and I below, no discipline will be implemented or incorporated into an Employee's file until the completion of the applicable procedures set forth below:
- B. Commander's Hearing. Except as set forth in Section G, within five (5) days of the receipt of a disciplinary action, an Employee may appeal the discipline to a Commander's Hearing (which will be presided over by a Commander, a Deputy Chief, or an Assistant Chief). An Employee, at his or her sole discretion, may request that the Commander's Hearing be held by a Commander from a different Section or Unit (and in such cases a Deputy Chief or Assistant Chief may ultimately preside over the Commander's Hearing). The Commander's Hearing is a non-adversarial proceeding, which must be held within seven (7) days of the date the discipline was issued. An Employee will have the right to review the investigation and charges against him, and make a statement of explanation. The Commander, Deputy Chief or Assistant Chief presiding over the Commander's Hearing will have the authority to rescind the discipline, affirm the discipline, or reduce the level of discipline. An Employee may elect to appeal any decision from a Commander's Hearing to expedited arbitration when a suspension of more than three (3) days has been rendered. Subject only to the Chief's discretion, any written reprimand or disciplinary suspension of three (3) days or less will be considered final and binding with no right of appeal.
- C. Mediation. Within five (5) calendar days of the Commander's Hearing, the Association may request disciplinary mediation. If both parties agree to proceed to mediate, the mediation will be held within fourteen (14) calendar days of the date the discipline was issued. Whenever possible, the parties will utilize mediators referred by the Michigan Employee Relations Commission (MERC) or the Federal Mediation and Conciliation Service (FMCS). If a mediator is not available within the allotted time period, the parties may decide to schedule a meeting between the disciplined Employee, the Association, and any representatives the Department deems appropriate in an attempt to resolve pending disciplinary issues. The sole purpose of the mediation will be to attempt to amicably resolve any disciplinary disputes. The mediator will have no authority to issue any ruling or to otherwise bind the parties. In the event that the parties fail to settle the dispute at the mediation, no statements made by the Employee or on the Employee's behalf during the mediation will be used against the Employee in connection with any

arbitration. Notwithstanding the foregoing, the parties may by mutual agreement establish and/ or modify a list of acceptable mediators in lieu of referrals from MERC or FMCS.

In the event a settlement is reached, immediately following the mediation, the Disciplinary Administration Unit will prepare correspondence to the Employee and his/her bargaining representatives summarizing the mediation including: date and time met, parties present, and final disciplinary disposition, including level of discipline, and any other information pertinent to the discipline and/or the reduction in discipline (if applicable). In no event should the discussions between the parties be memorialized. The date of the correspondence will serve as the date of the implementation of the disciplinary action.

- D. Arbitration. To the extent that a dispute regarding a suspension of more than three (3) days or the discharge of an Employee cannot be resolved through the Commander's hearing or mediation (if applicable), an Employee will have the right to appeal the disciplinary action to arbitration. The Employee must appeal the case to arbitration by providing written notice to the Department within five (5) days of the date of the Commander's Hearing, and the arbitration hearing must be held within thirty (30) days of the date the appeal was filed by the Employee, so long as an arbitrator on the panel has availability within a thirty (30) day period, unless the parties mutually agree to an extension of time.
1. Both the Employee and the Department will have the right to be represented by counsel and to present and cross-examine witnesses.
  2. The arbitrator will issue his or her decision in writing within ten (10) business days of the hearing. The Arbitrator can sustain, dismiss, or reduce the discipline.
  3. The arbitrator will not consider any evidence submitted by either party, which was not produced in connection with the disciplinary proceedings or at the time the discipline was administered.
  4. The costs of the arbitration will be shared equally by the parties.
  5. The parties may request in writing of each other co-operation to have available at the arbitration proceedings any witnesses requested by the other party.
  6. The decision of the arbitrator will be final and binding on the Employee and the Department, subject to the Chief's Authority to rescind or mitigate discipline as set forth in Section F.
  7. The Department and the Association will confer to select a panel of seven (7) arbitrators who are available to hear cases on the expedited basis set forth herein. The arbitrators will hear cases on a chronological rotation subject to arbitrator availability. To the extent no arbitrator on the panel is available to hear the case within thirty (30) days, the arbitrator with the next available date to hear the case will be selected.

- E. Discharge Cases. Where a decision is made to discharge an Employee, that Employee will be suspended without pay pending the outcome of the disciplinary process.
- F. Chief's Authority. The Chief of Police, at his or her sole discretion, may rescind or mitigate any disciplinary action at any step of the disciplinary process including, but not limited to, after the conclusion of an arbitration. However, the Chief of Police shall have no authority to increase any disciplinary action after the conclusion of an arbitration.
- G. Written Reprimand. All written reprimands will be issued and implemented as soon as practicable following an investigation. Written reprimands will remain in Employees' files for a period of time not to exceed two (2) years.
- H. Informal Counseling. The Department may conduct informal counseling sessions concerning minor misconducts, actions, or omissions. Such counseling sessions will not be considered disciplinary action, but the substance of the counseling session may be reduced to writing and added to an Employee's file for up to one (1) year.
- I. Department Right to Immediately Suspend Employee. The Department shall have the right to immediately suspend an Employee with pay in order to preserve order within the Department and/or in those cases where an Employee is the subject of a criminal investigation. Moreover, the Department shall have the right to suspend an Employee without pay in accordance with the terms of the Detroit Police Department Manual. However, the Department must follow the procedures set forth in this Article before any discipline relating to the conduct underlying such suspension is incorporated into an Employee's file.

## 11. EMPLOYEES' RIGHTS

Each Employee shall be guaranteed the following rights but this section shall not be construed as a section of limitation:

- A. Any Employee who is accused of violating any criminal law, City, State or Federal shall be entitled to his full rights under the State and Federal Constitutions without being disciplined for exercising such rights unless specifically excepted in this Agreement.
- B. After an Employee is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have at least thirty-six (36) hours from the time of the order in which to comply. If any Employee is ordered to make an oral statement, he shall comply subject to the receipt of Miranda or Garrity warnings or both and shall be given a reasonable time to act in accordance with such rights.
- C. An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the Employee and shall further have the right to be present during all administrative and investigatory proceedings when the investigated officer must be present.
- D. Throughout all disciplinary hearings, each Employee shall be presumed innocent.

- E. No Employee shall be disciplined, discriminated against, or transferred because he exercises any of his constitutional rights before any grand jury, investigative body, court or law enforcement agency - Federal, State and Local as well as any investigative committee of any legislative body - Federal, State and Local.
- F. If any disciplinary procedures within the Department are changed during the term of this Agreement in such a way as to render any of the provisions of this section inapplicable or as to require additional provisions in this section or as to require modifications to this section, the subject matter and provisions of this section will be subject to renegotiation between the City and the Association.
- G. No Employee shall be prohibited from engaging in political activity, either partisan or non-partisan, except when actually on duty, or while in uniform or while acting in official capacity as a police officer.
- H. An Employee who is indicted or charged with a felony or other serious crime will be placed on unpaid administrative leave without pay but with medical benefits pending the outcome of the criminal proceeding. At the conclusion of the criminal proceeding, if the Department chooses not to pursue disciplinary action, the Employee will be reinstated. If the Department pursues disciplinary action for a matter arising out of the same set of facts and circumstances as those surrounding the criminal proceedings, the Employee will be subject to the discipline process pursuant to the terms and time frames set forth in Article 10.
- I. In the event that an Employee is exonerated from criminal charges and subsequently ordered to be reinstated by an arbitrator, that Employee's back pay award will be determined by the arbitrator based on the facts of the case subject to the limitations of Section L. In no case will an Employee who admits to committing a felony or other serious crime or accepts a plea arrangement in connection with charges involving a felony or other serious crime be entitled to any back pay upon reinstatement.
- J. Whenever an Employee is under investigation or subjected to interrogation by his Commanding Officer and/or the Department or by any of its units or bureaus, for any reason which could lead to criminal actions or charges, such investigation or interrogation shall be conducted under the following conditions:
  - 1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the Employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
  - 2. No interrogation shall begin until the Employee has been notified that he has a right to have counsel or an officer of the Association present.
  - 3. The Employee under investigation shall be informed prior to such interrogation of the name of all persons present during the interrogation. If any of the interrogators are sworn police officers, at least one shall be present during the interrogation who is of a rank higher than that of the officer being interrogated.

4. Neither the home address nor the photograph of any Employee suspected of any wrongdoing shall be given to the press or the news media without the written consent of the Employee.
- K. The complete interrogation of the Employee, including a notation of all recess periods, shall be recorded and there shall be no unrecorded questions or statements. At the request of the Employee, a copy of the interrogation shall be furnished to him.
- L. If an Employee's disciplinary penalty is simply modified or lessened to the extent that he/she has a claim for partial back wages during a period of suspension as the result of the modification or the lessening of the penalty, claims for back wages will be limited to the amount of wages that the Employee otherwise would have earned less any compensation for personal services he may have received from any source during the period in question but excluding previously Department authorized income earned outside his regularly scheduled work period.
- M. The Investigative staff of the Board of Police Commissioners will have the right to interrogate and investigate Employees and such right will in no way abridge or change the rights of Employees under this Agreement or under any Local, State, or Federal law or the Constitution of the United States, or State of Michigan.

In no event will any recommendations or actions resulting from such interrogation or investigation lead to any discipline outside or inconsistent with any discipline procedures or discipline matters maintained in this Agreement.

Further, no Employee, after he/she has been once disciplined by the Department, will be re-disciplined, for any reason whatever for any matters arising out of the same set of facts and circumstances surrounding the first disciplinary action.

## 12. DEPARTMENT FILES

- A. All personnel records which include home addresses, phone numbers and pictures of Employees shall be kept confidential and never released to any person other than officials of the Department or upon the written authorization of the Employee involved.
- B. An Employee shall have the right to inspect his official personnel record wherever kept, twice a year or more often for good cause shown.

Files maintained by the Internal Controls Division and the information contained therein are confidential and may not be disclosed to any Employee or department command or used for any purpose unless the investigation results in departmental or criminal charges and then the production and use of such documents will be governed by existing discovery procedure.

An arbitrator shall have the authority to make an appropriate award including a monetary award to a grievant if it is determined that the provisions have been knowingly and willfully violated by Employees of the Department. In addition, the Department agrees that an individual who violates this provision will be subject to disciplinary charges.

- C. Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the Department. Said Employee shall have the right to make duplicate copies for his own use at his own expense. No records, reports, investigations, evaluations or similar data belonging in the Personnel File or Medical file shall be hidden from an Employee's inspection.
- D. An Employee shall have the right to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considers to be detrimental and to request its removal.
- E. If a promotion or transfer is denied to an Employee and he should discover that the Department has hidden detrimental data, reports or investigative summaries from his inspection, it shall be presumed that such records constituted the reasons for such denials.
- F. Employees may inspect their personnel file upon retirement and nothing shall be inserted in such files after the date of retirement.
- G. Reprimands will be removed from the Employee's file after two (2) years.

### 13. LEGAL COUNSEL

The City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against Employees of the Detroit Lieutenants and Sergeants' Association alleging any act committed while said Employee was in the good faith performance of his duties. A contrary determination by the City is not final and binding as provided by the Municipal Code of the City of Detroit but is subject to review by an arbitration panel under the grievance arbitration provisions of this Agreement.

The City shall promptly undertake the defense of an action on behalf of an Employee pending determination of the "good faith" question.

This provision shall otherwise be in accordance with Section 13-11-3 of the Municipal Code of the City of Detroit.

### 14. OUTSIDE EMPLOYMENT

- A. An Employee may engage in an outside business activity or outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the Employee's duties and responsibilities as a police officer.
- B. Approval for outside employment must be obtained from the Chief of Police, and will be for a period of one (1) year. The Employee may request it be renewed after one (1) year. If an Employee is on the Attendance Control Program (DPD 350), that Employee cannot be approved for outside employment, and prior approval can be revoked at the discretion of the Chief of Police.
- C. Approval will not be granted for an outside business activity or outside employment which would involve more than thirty (30) hours per week of work, or for work in

businesses that are regulated by the Detroit Police Department, (i.e., bars, adult movies or adult book stores, etc.).

Employees may not be in uniform when engaged in any outside employment. Employees may not carry or use any equipment or accessories issued by the Department when engaged in any outside business activity or outside employment in private or personal security.

- D. Approval to engage in outside employment shall not be unreasonably withheld.

#### 15. POLITICAL OFFICES

- A. An Employee of the bargaining unit covered by this Agreement may become a candidate for political office, partisan or non-partisan, as long as he restricts his campaign activities to off-duty time.
- B. An Employee running for political office is not required to resign or take a leave of absence from the Detroit Police Department, provided that this activity does not interfere with his normally assigned duties.
- C. While off-duty and not in uniform any Employee may fully participate in any political activity either partisan or non-partisan.
- D. If an Employee is elected to a political office, which requires his full-time work, the Employee shall take a leave of absence without pay for the term of office the Employee was elected to, or he shall resign.

#### 16. HEALTH AND SAFETY

- A. Safety glasses and ear protectors shall be provided at all police firing ranges and Employees shall not be required to fire without same.
- B. The City will provide and maintain clean, sanitary buildings and will repair unsafe work facilities in an expeditious manner.
- C. This section shall not be construed to impair or limit the applicability of any State or Federal law or regulation affecting health and safety in Department buildings and work facilities.

#### 17. MISCELLANEOUS ITEMS

- A. The Department will furnish for the use of the Association, space for a bulletin board at each work location where Association members are assigned.
- B. Lockers and desks shall not be opened for inspection except in the presence of the officer or a representative designated by him for that purpose. In the event the officer or his designee refuses to be present the Department shall thus have the right to inspect the locker or the desk after notification to the commanding officer of the refusal.

- C. Nothing in this Agreement shall abridge the rights and preferences of veterans, and members and retirees of the armed forces reserves, as provided by Federal, State and Local laws and rules and regulations.
- D. An Employee shall not be required to use his privately owned vehicle for any police purpose.
- E. Employees are urged to keep their commanding officers informed of where they can be reached whenever they are out of town off duty for periods of forty-eight (48) hours or less. For absences of longer periods, Employees must so inform their commanding officers.
- F. Employees may participate in deferred compensation and/or direct deposit programs offered by the Department to Employees represented by the Association.
- G. If during the term of this Agreement, a federal mandatory social security act is enacted affecting Employees, the parties shall promptly enter into negotiations toward the implementation of said act.
- H. Lump Sum for Banked Time. Whenever an Employee leaves employment with the Department, such Employee will be paid for all banked time, other than sick time, at the prevailing rate of pay in effect at the time of separation. This includes, but is not limited to separation with a deferred vested pension or under a disability. DROP plan participants will only receive payout for banked time when they permanently retire, not when they enter the DROP plan. Payments will be paid within ninety (90) days if the amount is less than ten thousand dollars (\$10,000), and if in excess of ten thousand dollars (\$10,000), the amount will be made in semi-annual installments over a three (3) year period with the installments due on February 1 and August 1 with no interest due. Late lump sum payments (greater than sixty (60) days) will include interest at the Michigan Judgment Interest Rate as certified from time to time by the Michigan Department of Treasury.
- I. Where an Employee is overpaid hours or is paid other than the current negotiated rate for the classification in which he has worked, the City is expressly authorized to recover such overpayment through a deduction from the Employee's wages in accordance with applicable law.
- J. For Employees hired after March 31, 1986, the Employee and the City of Detroit are required to contribute the hospitalization insurance portion of the Social Security Tax.
- K. Compensatory Time Banks. With respect to classifications subject to the Fair Labor Standards Act (FLSA), compensatory time shall be separated into two (2) categories, which shall be reported on the Employee's bi-weekly paycheck statement. The first category shall reflect compensatory time accumulated prior to April 15, 1986 and shall reflect excused time as described in Article 37-E. The second category shall include compensatory time earned on or after April 15, 1986. Compensatory time in the second category shall be limited to a total of four hundred eighty (480) hours or whatever limitation may hereafter be imposed by law. Compensatory time used shall first be



charged to the pre-April 15, 1986 bank and thereafter charged to the post-April 15, 1986 bank.

- L. Bomb Disposal Pay. Employees assigned to the Bomb Disposal Unit shall receive one hundred dollars (\$100) per month. For the purposes of this section, an Employee must be a certified graduate of the U.S. Army Ordnance Missile and Munitions Center & School and assigned for eighteen (18) service days to qualify for the entire monthly payment. Employees assigned for less than eighteen (18) service days during the month shall receive a pro-rated amount based upon the number of days assigned. The payment will be made on a quarterly basis.
- M. An Employee suspended without pay pending the adjudication of disciplinary charges shall be afforded an irrevocable one-time option to utilize his earned compensatory time and bonus vacation time during the suspension period, if applicable, which shall be paid in increments of eighty (80) hours.

In the event that an Employee is returned to duty and is entitled to back pay, the Employee shall have the option of receiving back pay as:

- a. Regular compensation,
- b. or Restoration of banked time during the suspension period.

When the Employee elects to have banked time restored and the restored time is less than the back pay owed, the remaining back pay owed shall be paid as regular compensation.

- N. Decertification. An Employee who is decertified by the Michigan Commission on Law Enforcement Standards (MCOLES) shall be separated from the Department. If recertified, the Employee shall no longer be disqualified from re-employment on these grounds.

## 18. SENIORITY

- A. Seniority shall be determined first by the Employee's rank, date of rank, and finally by the Employee's length of service in the Department. Time spent in the armed forces on military leaves of absence and other authorized leaves, such as time lost because of duty-connected disabilities, shall be included.
- B. An up-to-date seniority list by rank and date of rank showing the names, length of service dates, and Departmental assignments shall be furnished to the Association every quarter commencing the first of each January, April, July and October.
- C. An Employee shall forfeit his seniority rights only for the following reasons:
1. He is reduced in rank for cause (in-grade seniority only).
  2. He resigns.
  3. He is dismissed and not reinstated.
  4. He retires on regular service retirement.

## 19. REDUCTION IN FORCE (LAYOFFS)

- A. When there is an impending reduction in force within the bargaining unit, the City shall immediately inform and consult with the Association as soon as there is any possibility of said reduction in force.
- B. In the event of a reduction in force in the Police Department, it shall be made among all Employees in the same classification as listed in Article 2, according to length of service.
  - 1. The Employees with the least amount of service shall be the first laid off and last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail. Where time in classification is equal, seniority as defined in Article 18 shall prevail.
  - 2. A demotion to the next lower rank shall be required before a layoff, provided the Employee had prior time in the classification to which demoted.
  - 3. Any officer demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.
- C. Any grievance submitted concerning a layoff will be submitted at the third step of the grievance procedure and the parties expressly agree that they will expedite the final resolution thereof.
- D. Employees who have incurred an involuntary separation from the Police Department since July 1, 1973 due to a reduction in force (layoff) shall have the option to retire on what would have been their twenty-fifth year of service as if there had been no separation.

Should an Employee elect such option, his/her pension benefit will be calculated by using the actual number of years worked. No pension service credit will be granted for the period of time separated on layoff. The pension will be deemed to be a service retirement for all purposes with only the pension amount reduced by the amount of time laid off. .

## 20. LEAVES OF ABSENCE

The City will comply with all applicable laws pertaining to leaves of absence. The following provisions shall not be enforced or applied in any way that would violate applicable laws:

### A. General Leaves of Absence

A leave of absence without pay may be granted to Employees with at least five (5) years of continuous service with the City as a sworn member of the Detroit Police Department for a period not to exceed one (1) year. The Employee shall submit the request for the leave of absence, in writing, to the Chief of Police through channels. The request shall include the reason(s) for the leave and the length of time requested. All recipients of

educational leaves must present continuing proof of enrollment for the specified period of absence. The Association shall be notified when a leave of absence has been granted.

**B. Medical Leaves of Absence**

1. To be eligible for a medical leave of absence, an Employee must have a minimum of five (5) years of continuous service with the City as a sworn member of the Detroit Police Department from the date of appointment to the Effective Date of the leave of absence. No Employee shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a medical leave of absence.
2. A medical leave of absence without pay shall be granted to an Employee who is suffering from a non-service connected sickness or disability for which the Employee's physician prescribes extended treatment or rest.
3. A written request for a medical leave of absence shall be submitted to the Chief of Police. The request shall contain the diagnosis, treatment prescribed and length of absence required. It must be accompanied by a signed endorsement from a physician describing a complete medical diagnosis.
4. In no case may a medical leave of absence extend beyond six (6) months except with the permission of the Chief of Police. Before an Employee on medical leave is returned to duty, a physician designated by the Department shall make a written recommendation to the Chief of Police. Upon return to active duty an Employee shall be restored to his rank and shall retain all seniority rights including longevity privileges.

**C. Maternity Leave of Absence**

1. To be eligible for a maternity leave of absence, an Employee must have a minimum of five (5) years of continuous service with the City as a sworn member of the Detroit Police Department from the date of appointment to the Effective Date of the leave of absence. No Employee shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a maternity leave of absence.
2. Maternity leave without pay shall commence when it is deemed by competent medical authority that an Employee is no longer able to perform all the duties involved in taking proper police action; when an Employee thinks she can no longer safely work; or when her medical condition or any other valid reason leads the Department to believe a mandatory leave of absence is necessary.
3. Upon confirmation of pregnancy, the commanding officer of the Employee's section or unit must be notified without unnecessary delay. The Employee shall furnish to her commanding officer and a physician designated by the Department written medical evidence from her doctor verifying her condition, stating an expected delivery date, and evaluating her physical ability to perform regular police duties.

4. Prior to commencement of the leave, the Employee shall prepare an inter-office memorandum, D.P.D. 568, addressed to the Chief of Police requesting a leave of absence for maternity reasons. This memorandum shall be prepared in quadruplicate and shall state the request for leave with date of commencement and the expected date of return to duty. It shall be presented to the Employee's commanding officer along with the appropriate medical letter from her doctor.
5. Within sixty (60) days after delivery, an Employee shall report to a physician designated by the Department for a determination of her ability to return to full duty. At this time the Employee shall present a medical letter from her doctor indicating the appropriate date of her return to work. Notwithstanding the above, in no case may an Employee's maternity leave of absence extend six (6) months beyond the date of delivery except with permission of the Chief of Police. Before an Employee on maternity leave is returned to duty a physician designated by the Department shall make a written recommendation to the Chief of Police. Upon return to active duty an Employee shall be restored to his/ her rank and shall retain all seniority rights.

**D. Termination of Leaves of Absence**

At least thirty (30) days prior to the expiration date of a leave of absence the Employee shall submit to the Chief of Police written notice of intent to return to duty. For failure to submit the above notice or failure to report at the expiration of the leave the Employee will be considered to be absent without leave.

**E. Conduct on Leave**

Employees on leaves of absence shall maintain the same standards of conduct that are required of sworn Police Officers. Acts of misconduct of a serious or grave nature that are committed by an Employee while on a leave of absence may subject the Employee to disciplinary action in accordance with this Agreement up to and including discharge from the Department.

**F. Mandatory Leave of Absence**

The Omnibus Consolidated Appropriations Act of 1997 amended the federal gun control act to make it unlawful for any person (including a law enforcement officer) to ship, transport, possess or receive firearms or ammunition, if convicted of a crime of domestic violence.

1. A misdemeanor crime of domestic violence is defined as an offense that:
  - a. Is a misdemeanor under federal or state law; and
  - b. Has, as an element, the use or attempted use of physical force or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating or has

cohabitated with the victim as spouse, parent, or guardian, or by a person similarly situated to a spouse, parent or guardian of the victim.

2. Any Employee convicted of a misdemeanor crime of domestic violence will be carried working in an administrative restricted duty capacity at any work location as determined by management for nine (9) months from the date of conviction in order to permit the Employee to have the conviction reversed, pardoned, set aside, or expunged, or if the disqualification is removed because of a change in legislation or the act is invalidated.
3. If the conviction has not been removed after nine (9) months, the Employee will be placed on a three (3) month unpaid leave of absence.
4. At the end of the three (3) month leave of absence, unless the conviction is removed, the Employee's employment shall be terminated. The Employee may reapply for employment provided that the conviction is subsequently removed and he meets all other criteria for employment, including requirements of the Commission on Law Enforcement Standards (C.O.L.E.S.).

## 21. ABSENT WITH LEAVE AND ABSENT WITHOUT LEAVE

- A. Absent With Leave. Absent with leave is considered a full duty status with all related benefits. The Employee is on authorized absence to attend certain types of conventions, special training, seminars, or is on contractually granted absences authorized for certain union officials.
- B. Absent Without Leave. Personnel who fail to report for duty without prior authorization will be considered absent without leave. Any such absence for three (3) consecutive days without just cause will be deemed a resignation.

## 22. JOB ASSIGNMENTS

- A. All job assignments are within the purview of Management and may be made by the Department at its sole discretion.
- B. Posting of jobs will be on the space provided by Article 17.A.
- C. Notwithstanding the language set forth in this Article, the Chief, at his sole discretion, may assign Employees to work any shift if such shift assignment is in the best interests of the Department.
- D. Shift Draw Procedures. All precincts shall be subject to a fixed shift schedule. The fixed shift program shall apply to precinct shift assignments on the day, afternoon and midnight shifts which currently rotate among all three (3) shifts. It shall also apply to shift assignments in the other listed entities, which currently rotate shifts.
  1. These procedures apply to shift assignments only. Job assignment procedures contained elsewhere in this Agreement shall continue in effect.

2. Lieutenants and sergeants currently assigned to a job assignment other than a regular rotating shift assignment shall not be included in the shift draw unless a written request is made within seventy-two (72) hours of the designated time for the shift draw. In the event that such an Employee elects to bid on and accepts a shift supervisor assignment, the Employee's prior assignment shall be considered vacant and, if filled, filled in accordance with this Article.
3. The number of positions to be filled, by rank, for each shift, shall be posted prior to the shift draw.
4. Shift selection shall be based solely on seniority in rank. In cases where seniority in rank is equal, Departmental seniority shall be the determining factor.
5. Lieutenants shall make their selection first and the results of the lieutenant shift draw shall be made known prior to the shift draw for sergeants.
6. In locations where the Department utilizes a swing lieutenant(s), such position shall be considered and filled as a shift assignment.
7. Probationary personnel shall not participate in the shift draw.
8. On or before each shift draw, each entity listed above shall post a "Fixed Shift Preference Roster" in the space provided by Article 17.A. The roster will list all lieutenants and sergeants assigned to the command, in descending seniority order, by rank, and will include the following information: Name, Rank, Promotion Date, and Appointment Date. The roster will be used to indicate the Employee's shift preference in the shift selection draw. In addition to spaces for Platoons One, Two, and Three, a space designated "Not Applicable" will be provided to indicate that the Employee does not wish to exercise the option to participate in the shift selection draw. The Employee shall place his initials next to the number "1", "2", and "3" to indicate his first, second and third preference.

An Employee is entitled to personally participate in the draw. In the event that the Employee is not present, the Commanding Officer (or designee) shall, at the appropriate place in the process, assign the Employee to a shift in accordance with the preference noted. In the event that an Employee is: (1) not personally present at the draw and (2) has not indicated a preference on the roster, the Employee will be assigned to a shift after all other Employees have exercised their bid.

Immediately after the shift selection process is completed, the furlough draw shall take place for all Employees assigned to the command.

- E. Probationary Sergeants. Probationary sergeants may be assigned to shifts at the discretion of management. Upon conclusion of the probationary period (normally one year), their positions shall be considered vacant and another sergeant may bid for the position. If filled, the position will be filled in accordance with the terms of this Article.

- F. Re-bidding. On the Wednesday nearest to March 15 of each year, there shall be a re-bidding procedure conducted in conformity with the provisions of this Article. Assignments secured as a result of the annual re-bid shall be effective at the commencement of the fourteen day work period, which occurs on or after April 1.
- G. Filling of Vacancies. When shift vacancies occur, or when the Department increases the number of Employees on a shift after the bidding process takes place, the following procedure will be used:
- a. An Employee seeking a change in shift assignment shall file a Department form entitled "Shift Assignment Request" with the Commanding Officer, which indicates the requested shift.
  - b. An Employee may have on file at the same time two (2) "Shift Assignment Request" forms.
  - c. The Department shall maintain an updated list of shift assignment requests, arranged in seniority order by shift, which shall be posted in the space provided by Article 17.A.
  - d. All "Shift Assignment Request" forms shall expire on the date of the rebidding established in Section F.
  - e. "Shift Assignment Request" forms shall not be used for job assignments other than regular shift assignments.
  - f. Shift assignment vacancies, if and when filled, shall be filled by offering the opportunity to the most senior person on the list and so on until that shift assignment is filled.
  - g. An Employee may decline an offered shift assignment, and such declination shall not preclude the Employee from retaining any "Shift Assignment Request" on file.
  - h. This section does not limit the Department's prerogative to assign and/or reassign any Employee or probationary Employee to any shift.
  - i. The operation of this Section shall not result in displacement of Employees from a shift.
  - j. While these procedures generally set forth the process for filling shift vacancies within the precincts, the Department shall have discretion to determine when a "shift vacancy" exists for purposes of determining whether the process set forth in this Section applies to a particular situation.
- H. Shift Exchanges. Employees may by mutual agreement exchange daily shift assignments with another Employee of the same rank with the approval of their respective immediate supervisor(s). Such approval shall not be unreasonably denied.

- I. Temporary Shift Changes. Daily shifts may be changed, on a temporary basis, for any operational reason.
- J. New Transfers. Employees transferring into an entity listed in Section C, whether a voluntary or involuntary transfer, and assigned to a shift supervisor position, shall be assigned to a shift, provided there are no "Shift Assignment Request" forms on file from a more senior Employee for that shift. The Employee transferring into the command shall not be entitled to displace another non-probationary Employee from a shift.
- K. Involuntary Fixed Shift Reassignment. In the event that it becomes necessary to make an involuntary fixed shift reassignment, the following procedures shall be followed.
  - 1. The Employee having the least seniority in rank on the shift to be reduced shall be reassigned.
  - 2. Upon request, the Employee being involuntarily reassigned may exercise the right to displace the least senior Employee of the same rank on another shift.
  - 3. This section does not limit the Department's prerogative to assign and/or reassign an Employee or probationary personnel to any shift.
- L. Limited Duty. Except as required by applicable law or this Agreement, a member shall not be involuntarily reassigned to another shift on a permanent basis due to being displaced by a member on limited duty. The preceding sentence does not affect the Department's right to make temporary daily shift changes.
- M. Precinct Closing or Consolidation. In the event that any precinct is closed or consolidated with another precinct, the City will meet and confer with the Association prior to determining shift assignment procedures.

## 23. TRANSFERS

- A. Transfer Requests – Precinct Patrol.
  - 1. Transfers between Precinct Patrol locations will be made using a Department transfer list maintained by the Personnel Unit. Such list will be created from transfer requests submitted by Employees on form DPD #402. Separate lists should be maintained for each rank.
    - a. Transfer requests will be valid for a period until October 1st of each year. Continuation requests may be submitted on or after September 1st.
    - b. Whenever openings occur in precincts, sections or units, the Employee to be transferred will be selected from the transfer list based upon knowledge, training, experience, performance evaluation ratings, certifications, ability, skills, disciplinary history, attendance, safety record, efficiency, and seniority. When all other qualifications are equal, the



senior qualified Employee who submitted a transfer request will be selected.

- c. Employees submitting transfer requests will not be unreasonably denied placement on the transfer list. To deny an Employee's request, the Department must verify with factual information that the Employee is not qualified for the requested transfer. Such decisions may be appealed utilizing the grievance and arbitration procedures set forth in this Agreement.
  - d. With the exception of releasing information pertaining to a current criminal investigation, an Employee who is denied placement on the transfer list will be advised in writing of the reasons for such denial upon request.
  - e. The Employee will be notified of the result of his request for transfer within thirty (30) days of the submission of the form DPD #402.
- 2. Should the need arise for a temporary assignment from one precinct patrol location to another, the temporary assignment may not exceed one hundred and twenty five (125) working days. At the expiration of this period, the Employee will be immediately returned to his former position. In no event shall the Department utilize temporary assignments to circumvent the transfer provisions of this Section. The parties further stipulate that the Department's authority to make temporary assignments under this Section must be exercised reasonably.
  - 3. Notwithstanding the foregoing, the Chief of Police has the right to permanently transfer an Employee from one precinct patrol location to another based upon good cause shown upon review of the entire case.
  - 4. Once placed on a DPD #350, the Commanding Officer of the transfer requested entity may, upon request, have the Employee removed from the transfer list to that entity.
- B. Blue Slip Units. Notwithstanding any provisions in this Agreement that could be construed to the contrary, the Chief of Police may make transfers involving Blue Slip units at his or her sole discretion. The Department shall provide the Association with a list of current Blue Slip units as of the Effective Date of this Agreement. From time to time, the Chief of Police may designate other units as Blue Slip Units, provided that a precinct patrol unit may not be designated as a Blue Slip Unit. The Chief of Police, or his or her designee, will meet and confer with the Association before designating a unit as a Blue Slip Unit.

#### 24. SCHEDULED DAYS OFF/WORK WEEK

- A. A prescheduled temporary absence from duty for twenty-four (24) hours duration will be defined as a Scheduled Day Off unless otherwise designated by the Department.

- B. An Employee working eight (8) hour shifts will be entitled to four (4) Scheduled Days Off in each eighty (80) hour pay period. An Employee working ten (10) hour shifts will be entitled to six (6) Scheduled Days Off in each eighty (80) hour pay period. An Employee working twelve (12) hour shifts will be entitled to seven (7) Scheduled Days Off during each eighty (80) hour pay period.
- C. Scheduled Days Off will be posted seven (7) days prior to the end of the current work period. After having been posted, Scheduled Days Off will be changed only by mutual consent of the Employee and the Department except when Scheduled Days Off are canceled because of an emergency.
- D. When an emergency makes it necessary for an Employee to work all or part of a Scheduled Day Off, the Employee will be compensated in cash or compensatory time at the prevailing overtime rate.

## 25. OVERTIME

- A. Prior to any fiscal year all Employees will be required to sign a list indicating their preference to be paid in cash or compensatory time for overtime worked. Once an Employee elects or does not elect to take time instead of cash payment, he is restricted to that choice for the entire fiscal year. All overtime will be credited at the rate of time and one-half. For the first seventy-five (75) hours of overtime work in a fiscal year, for which there is one hundred twelve and one-half (112 ½) hours of credit, the Employee shall have an option of receiving compensatory time instead of payment in cash. All overtime beyond the first one hundred twelve and one-half (112 ½) converted time hours must be paid in cash. However, in any fiscal year, not more than one hundred twelve and one-half (112 ½) converted time hours may be earned as compensatory time as a result of overtime worked. Furthermore, such overtime shall be paid in cash rather than granting compensatory time where necessary to comply with F.L.S.A. requirements.
- B. Overtime shall be calculated on the following basis:
  - 1. An Employee will be entitled to an Overtime Premium for all compensable hours of work in excess of eighty (80) in a single two (2) week pay period. For purposes of computing overtime, meal periods will not be deemed to be compensable or counted as time worked for the purposes of computing overtime unless the Employee is denied such period by competent authority. The tour of duty will include time spent at the normal line-up or roll-call. The normal line-up or roll-call will be deemed to consist of fifteen (15) minutes at the beginning of a day's tour and fifteen (15) minutes at the end of the tour. Although the last fifteen (15) minutes of the tour is the off-duty line-up or roll-call, overtime credit will include those fifteen (15) minutes when an Employee is required to work beyond that time.
  - 2. An Employee will be entitled to an Overtime Premium for all compensable hours of work on a leave day, as defined in this Article.

3. When an emergency makes it necessary for an Employee to work all or part of a furlough or leave day, excluding court appearances, such time shall be considered as overtime. Any furlough or leave day for which overtime credit is given shall be canceled.
  4. In no case shall overtime or other premium compensation be pyramided, duplicated, compounded or paid twice for the same hours of work.
- C. Unless additional compensation is required by the FLSA or some other wage and hour law, the Overtime Premium will be computed by dividing the Employee's annual salary by 2080 and multiplying that quotient by 1.5. In those cases where an Employee works overtime and is entitled to receive a shift premium, the shift premium rate of pay for overtime hours worked will be determined by multiplying the rate of the applicable shift premium by 1.5.
- D. To the extent any subsequent CBA between the parties provides for longevity payments, the parties may consider incorporating the language in the Article 25, Section C of the 2009-2013 collective bargaining agreement as a potential guideline for calculating overtime in such subsequent agreement.
- E. Overtime assignments shall be offered on a rotating basis commencing with the lieutenant or sergeant with the greatest departmental seniority, in rank, by unit, by shift. Employees who refuse overtime assignments shall be charged on the list as having refused and considered the same as having worked. In the event a sufficient number do not accept the overtime assignment work, the remaining assignments shall be made by using reverse seniority. Lists showing all overtime assignments shall be posted in each precinct and bureau. Lists shall be kept up-to-date and shall cover the period of July 1 through June 30.
- F. Emergency and Pre-Scheduled Overtime

When faced with a supervisor shortage, one of the following procedures must be followed:

#### **Emergency Overtime**

If the Department has been notified of the shortage with less than two (2) hours notice before the work schedule is to start, then filling of the vacancy can be accomplished by shifting Employees' assignments, or permitting overtime to be worked by a supervisor on the off-going shift.

#### **Pre-Scheduled Overtime**

If the Department has been notified of the shortage with two (2) or more hours notice before the work schedule is to start, then filling of the vacancy should first be attempted by shifting personnel from one assignment to another. On-duty supervisors in all commands can be considered for this purpose. If it is not possible to meet service needs by such shifting, then overtime work will be required but the same must be offered in the following order:

First, by seniority order amongst Employees of the rank of the vacancy, in the unit of the vacancy, and on the shift of the vacancy. Such is to be done by telephone canvassing of the Employees in said category who are on leave for the day.

1. In the event that such an Employee on leave is contacted and agrees to work the overtime, said Employee is to be informed that he MUST appear for duty no later than the regularly scheduled start of the shift (15 minute roll call period in optional depending on circumstances and the Employee's wishes); furthermore, if his services will be needed for less than a full eight (8) hours (as in cases when he may be needed only until the power shift supervisors report for duty), then he shall be notified of same over the telephone.
2. In the event the Employee contacted does not arrive at the time agreed to, an on-duty supervisor selected by seniority rotation may work overtime. If the Employee on leave (the one who was called at home) arrives later, the Employee working overtime is not to be replaced by the other Employee. The other Employee will not work.
3. If phone contacts do not produce a supervisor on leave willing to work, then the work can be offered to a supervisor selected from seniority order off of precinct-wide seniority list. Also, depending upon needs, the overtime in such cases may be ended prior to the end of the shift with the vacancy (see paragraph 2 above).

#### Overtime Rotation List

The following guidelines will be adhered to with respect to accounting for overtime that is worked: There shall be a seniority roster for each rank on each shift, and the roster shall be kept up-to-date.

1. Employees who elect to accept the offered overtime do not fall within the Department payroll category "Recall Compensation" and the contractual provisions concerning such are not applicable. Also, no minimum amount of overtime is to be guaranteed beyond that agreed to on the telephone.
2. Employees who refuse the overtime or who cannot report for duty by the start of the shift will lose their turn on the overtime rotation list and will not again be offered overtime until their name is again reached in seniority order.
3. Employees who cannot be contacted by telephone (one attempt) shall be listed as "unable to contact" (UTC) and shall retain their rotation position.
4. Limited duty personnel will not normally be offered overtime, however, such a Employee shall not lose his position on the overtime roster. The Department may offer overtime to an Employee, who can fill the position needed, even if he is on limited duty.
5. Employees on furlough shall not be eligible for overtime opportunities. The fact that they are on furlough shall be entered on the overtime roster. Employees

being carried court time will be offered the overtime provided such days are not used in conjunction with a furlough.

6. Employees being carried sick or disabled on the preceding day need not be contacted, unless such Employee has notified his work location that he is ready for duty and will report for his next scheduled tour of duty. Sick or Disabled will be entered on the overtime roster.
7. The Association delegate and the Platoon 2 shift lieutenant will verify the overtime roster after each selection.

## 26. COURT TIME

- A. A minimum of three (3) hours credit at time and one-half shall be credited for each off-duty court appearance, except as specified herein. When an officer who is on duty is directed to appear in court and that court appearance extends beyond his normal off duty time it shall be recorded as overtime and not as off-duty court time. Off-duty court appearances for a period of less than forty-five (45) minutes, which about a prescheduled shift may be treated as either overtime or court time at the option of the Department. An Employee's regularly scheduled working hours shall not be changed to circumvent this provision for payment for off-duty court appearances.
- B. In each fiscal year, the first forty (40) hours of straight time earned as off duty court time (60 hours at time and one-half) shall be compensatory time. All off duty court time earned in excess of the sixty (60) converted hours shall be paid in cash. Furthermore, such off duty court time shall be paid in cash rather than granting compensatory time when necessary to comply with F.L.S.A. requirements.

Employees shall have the option to indicate, on each court appearance turned in, to be paid in cash or credited with compensatory time.
- C. Normally, Employees shall not be required to attend court on their leave days or during their furlough period. In the event that court attendance may be required while he is on leave or furlough, an Employee may be carried on duty or off duty, at his option, while on Platoon No. 2.
- D. Employees not assigned or working downtown shall be reimbursed for their parking fees if the following procedure is followed. When the police lot is filled, the Employee shall show the lot attendant his court appearance slip and receive a parking Fee Reimbursement Authorization form. The Employee shall be reimbursed monthly by the Accounting Office via department mail.
- E. An Employee subject to disciplinary suspension pursuant to Article 10 may elect to use compensatory time, deducted from him/her compensatory time bank, in lieu of the loss of actual work days resulting from the suspension.

## **27. METHOD OF COMPENSATION**

- A. Regular wages shall be paid on a bi-weekly basis.
- B. Overtime and premium payments shall normally be paid in the pay period following the pay period in which they are earned.

## **28. OUT-OF-CLASS PAY**

The City will pay "out-of-class pay" after an Employee is officially assigned to perform the duties of a higher rank for a period of thirty (30) consecutive days in a budgeted position available in the current Police Distribution of Personnel Budget Allowance. Such out-of-class pay shall be retroactive to the first day of such assignment. For the purpose of this article, the meaning of "officially assigned" shall mean that assignment which is made by the Chief of Police.

Before an out-of-class assignment is made, the Commander or Deputy Chief shall submit a request on D.P.D. #31, Inter-Office Memorandum to the Chief of Police, explaining the reasons for the assignment, the Effective Date, the duration, and the date on which the officer will qualify for the out-of-class pay (if approved, such pay shall be retroactive to the first day). If the request is denied, the officer involved will be advised of this status, and a new assignment will be granted upon the Employee's request.

## **29. SHIFT DIFFERENTIAL**

Shift premium shall be paid to all Employees whose regular tour of duty begins within the hours prescribed as follows and in the amounts as set forth herein: If the tour of duty begins between 11:00 a.m. and 6:59 p.m., the rate of shift premium pay is fifty cents (55¢) per hour. If the tour of duty begins between 7:00 p.m. and 3:59 a.m., the rate of shift premium is sixty cents (60¢) per hour.

The shift premium is paid to an Employee in addition to his base rate of pay, for the regular tour of duty starting within the hours designated above, and any overtime hours worked in conjunction with an afternoon or midnight shift.

## **30. LONGEVITY PAY**

There will be no longevity payments during the term of this Agreement.

## **31. ROLL-CALL PREPARATION TIME**

The City agrees not to require sergeants and lieutenants to report for work twenty (20) minutes prior to roll-call unless they are being paid for roll-call preparation time.

Roll-call preparation time will be paid as twenty (20) minutes of overtime for those so assigned.

Except in the districts, the number so assigned will be determined as needed by the commanding officer but will not exceed three (3) for each formal stand-up, on duty roll-call. The number assigned to roll-call preparation in the districts will be three (3).

The assignment of roll-call preparation time will be rotated among supervisors insofar as is practicable.

### 32. DISABLED TIME

- A. Disabled time is time not worked when an Employee has sustained an injury or illness in the performance of duty.
- B. During periods of disability, Employees remain fully accredited in that they continue to draw their regular salaries, accumulate sick leave and furlough time and all other benefits, and are subject to the rules and regulations of the Department insofar as their condition permits.
- C. The Employee shall not be returned to duty if he/she is unable to properly perform his/her assigned duties.

### 33. PRECINCT PATROL SUPERVISORS

- A. Each Patrol Sergeant working on any shift may select, at his/her option, an on-duty police officer driver of his choice.
- B. A Sergeant will not be dispatched as a primary response unit unless accompanied by a sworn officer.

### 34. SERVICE WEAPON

All Employees with a full service retirement will be provided with their department-issued service weapon at no charge. An Employee will have no more than thirty (30) days after separation to make such request to the Chief of Police. The Department may refuse to give an Employee his or her weapon for good cause shown. Good cause will be established where an Employee has pending criminal charges or has been convicted of a crime, is subject to departmental investigations or psychological restrictions. Employees who are involuntarily discharged will not receive a service weapon.

### 35. SICK LEAVE

- A. Sick Banks. There are two sick banks, current sick bank and seniority sick bank.
  - 1. Current sick bank is designated as that sick time accumulated at the rate of one (1) day for every calendar month in which an Employee has been credited for not less than eighteen (18) paid time days, excluding overtime. Effective June 30, 1998, the current sick bank shall accumulate without limitation.

2. Every Employee who has a current service status for a full fiscal year shall be credited with five (5) days in his seniority bank on July 1 of each year.

However, if an Employee retires with 25 years of service and has failed to qualify for the additional five (5) days because of appointment date, five (5) additional sick days will be added to the bank solely for the purpose of paying unused sick leave pursuant to Section L of this Article. Effective July 1, 1998, the seniority sick bank shall accumulate without limitation.

- B. Sick Time Credit. The term "sick time" shall be defined as absence due to illness or injury of the Employee, to exposure to a contagious disease, and to the attendance upon immediate members of the family of the Employee of the Department living within his household, including husband, wife, children, father, mother, sister, brother, and relatives living in the same household regardless of degree of relationship. The granting of sick time for attendance upon these relatives is not limited to any given number of days per fiscal year; however, no more than three (3) days will be granted in one instance. This sick time is granted to permit the Employee to make arrangements for care of the ill person so that he may return to duty. When it comes to the attention of the Department that an Employee is abusing sick leave, the Chief of Police may cause an investigation to be initiated. Such investigation may result in disciplinary action, consistent with this Agreement.

- C. Deductions from the Sick Bank. Sick banks, both current and seniority, are designed to provide for non-duty connected illness or disability. No deduction from either current or the seniority sick banks will be made for any sick time resulting from a service-connected illness or disability which is certified by a physician designated by the Department.

Sick time will be charged first to the current sick bank and secondly, to the seniority sick bank, in periods of not less than half-days.

When an Employee starts his shift but is unable to finish the shift because of sickness, sick time will be deducted in the following manner. If less than four (4) hours has been worked, the Employee will be charged half a sick day and credited with half a work day. If four or more hours have been worked from the beginning of the shift, the Employee will be credited with a full work day.

During a period of illness, only that time which would be actual working time will be deducted from the sick bank. Illness or injury during furlough time may be changed to sick time in lieu of the Employee's furlough, provided such illness or injury during the furlough will be reported forthwith to the Employee's commanding officer and to a physician designated by the Department. Such illness or injury will be verified by the physician designated by the Department. The unused portion of the Employee's furlough will be rescheduled and used immediately following recovery from the illness or injury, which made the change necessary.

- D. Reporting Illness or Disability. When any Employee becomes sick, the officer in charge must be notified without delay and informed where the Employee is confined. If an



Employee is hospitalized, the officer in charge shall be notified and will cause a physician designated by the Department to be notified, during the next regular office hours, of the nature of the illness and the hospital to which the Employee was admitted. Employees unable to report for duty because of sickness shall have their duty station notified not less than one (1) hour before roll call daily, in order to remain in a sick status. An Employee calling in sick in accordance with this provision will not be allowed to work until his next scheduled tour of duty. Under normal circumstances, a physician designated by the Department will not make visits to an individual Employee's home. When attending a sick officer, a physician designated by the Department shall issue him a notice stating the nature of the illness and whether or not the officer shall remain off duty. The notice must be turned in to the commanding officer when the Employee returns to duty.

Employees on extended sick leave (more than three work days) are required to keep their commands informed of their incapacity and expected date of return. In this instance, the Employee shall not be required to call in daily as specified above. Employees on sick leave of thirty (30) days or more may be ordered to obtain verification by a physician designated by the Department.

- E. Limited Duty. Officers placed on limited duty by a physician designated by the Department will report immediately with their limited-duty authorization slip to an appropriate command designated by the Chief of Police. Said command will determine an appropriate limited duty assignment and notify the Employee's commanding officer. Limited duty assignments are made by the Chief of Police under the authority granted by Article VII, Chapter VIII, Section VI, paragraph (4) of the City Charter and are subject to the limitations thereof.

The number, location, and duration of restricted duty assignments, as well as whether a restricted duty assignment vacancy exists, will be within the discretion of the Department.

The Department may give preference for restricted duty assignments to those Employees whose injury or illness is determined to have occurred in the line of duty over Employees whose injury or illness is determined to have occurred not in the line of duty. When the Department determines that the number of restricted duty Employees exceeds the available number of restricted duty assignments, in accordance with the limitations enumerated below, Employees having or seeking a restricted duty position for a non-duty related medical condition may be required to utilize sick time benefits. An Employee who is required to utilize sick time benefits by operation of this paragraph but who has no accumulated sick time will be allowed to use other accumulated time to cover the absence.

When an Employee having a non-duty related injury or illness is displaced from a restricted duty position, or when no restricted duty position is currently available, the Employee will be placed on a waiting list for assignment to an available restricted duty position. Placement on this waiting list will be by departmental seniority and placement